

**seterus**<sup>TM</sup>

PO Box 1077; Hartford, CT 06143-1077

SCIACQUA, PHILIP A  
c/o CARMEN DELLUTRI 1436 ROYAL PALM SQUARE BLVD.  
FORT MYERS, FL 33919-1049

# seterus<sup>TM</sup>

**Physical Address**  
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

March 6, 2017

**Payments**  
PO Box 11790; Newark, NJ 07101-4790

**Correspondence**  
PO Box 1077; Hartford, CT 06143-1077

**Phone**  
866.570.5277

**Fax**  
866.578.5277

**Website**  
[www.seterus.com](http://www.seterus.com)

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SCIACQUA, PHILIP A  
c/o CARMEN DELLUTRI 1436 ROYAL PALM SQUARE BLVD.  
FORT MYERS, FL 33919-1049

RE: Loan number: 10660455, serviced by Seterus, Inc.  
Borrower name: SCIACQUA, PHILIP A

Property: 129 ERIE DR  
NAPLES, FL 34110-0000

Our records indicate that you or your firm represents the borrower(s) listed above.

Enclosed is information related to your client's loan. This letter and enclosures shall not be construed as a waiver of the loan owner's or Seterus, Inc.'s rights under the loan documents and any applicable laws.

If you or your firm no longer represents the borrower(s), please notify us at 866.570.5277 or PO Box 1077, Hartford, CT 06143-1077.

We have approved an option to help the above-referenced borrower avoid foreclosure. A copy of the agreement is enclosed.

Please work with the above named borrower(s) to file the agreement with the court, provide all required notifications thereof and, if required, obtain appropriate court approval. If the appropriate court approval is not obtained by April 30, 2017, please continue to make the modified monthly payment amount under the terms of the attached agreement while the modification is in process to be fully executed.

In addition, the initial payment will need to be remitted as specified in the agreement. If we do not receive the initial payment by April 30, 2017, the agreement and funds may not be accepted. If the agreement is not accepted, it will be considered null and void, and we will be under no obligation to renew this offer.

All loan payments should be made payable to Seterus, Inc., and the loan number must be written on the payment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

Borrower name: SCIACQUA, PHILIP A

March 6, 2017

Loan No.: 10660455

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

Enclosures

# seterus<sup>TM</sup>

PO Box 1077; Hartford, CT 06143-1077

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SCIACQUA, PHILIP A  
c/o CARMEN DELLUTRI  
1436 ROYAL PALM SQUARE BLVD.  
FORT MYERS, FL 33919-1049

***Here's your chance to  
make your payments  
more affordable!***

Loan number: 10660455, serviced by Seterus, Inc.

March 6, 2017

Dear SCIACQUA, PHILIP A:

We want to continue to work with you to modify your mortgage and help make your payments more affordable.

This Trial Period Plan offer is for a Fannie Mae loan modification (Fannie Mae is the owner of your loan). This modification is designed for borrowers who do not meet all of the eligibility criteria for a permanent modification under the Federal Home Affordable Modification Program (HAMP®), or who have been unable to successfully make their payments under either a HAMP or other modification.

With this Fannie Mae modification, you will be required to make trial payments for a specific period of time. This is the first step toward qualifying for more affordable ongoing mortgage payments. Please read this entire letter to understand all of the steps you must take to complete the modification process.

To accept this trial offer, send us the first trial period payment, as soon as possible, but no later than April 30, 2017. To qualify for a permanent modification, you must make the remainder of the trial period payments by the last day of the month that these payments are due. The trial payment due dates appear in the table below. We encourage you to make the trial payments as of the due date to remain current on your plan.

TRIAL PERIOD PLAN		
Payment Number	Payment Amount	Due Date
1 <sup>st</sup> payment	\$1,301.17	April 01, 2017
2 <sup>nd</sup> payment	\$1,301.17	May 01, 2017
3 <sup>rd</sup> payment	\$1,301.17	June 01, 2017

Seterus NMLS ID Number: 787641, Employee NMLS ID Number: 1090474.

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Page 1 of 5

Seterus, Inc.  
14523 SW Millikan Way, Suite 200  
Beaverton, OR 97005

Business Hours (Pacific Time)  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

SCIACQUA, PHILIP A  
March 6, 2017  
Loan number: 10660455

Trial period payments include principal, interest, and escrow, and temporarily replace your regularly scheduled mortgage payments.

You are required to have an escrow account for the payment of taxes and insurance when you begin your Trial Period Plan. If you did not have an escrow account before, we will establish one for you. While you will contribute to the escrow account with each of your scheduled payments, the timing of your tax and insurance bills may cause an escrow shortage, requiring you to pay an additional amount to cover them when they come due. Your loan currently has an escrow shortage of \$2,898.82, which can be paid either in a lump sum when the loan is modified or over the next 5 years (60 months). If you wish to pay up the shortage as a lump sum, please call us to arrange the payment.

All payments should be sent to Seterus, Inc., PO Box 11790, Newark, NJ 07101-4790.

Please note that your existing loan requirements remain in effect and unchanged during the trial period. **Each trial payment must be received by us in the month in which it is due, or you will no longer be eligible for a loan modification, and your loan will not be modified.** If your last trial payment is not received until the last half of the month in which it is due, we may elect to extend your Trial Period Plan by an extra month.

If you have questions, please see the Frequently Asked Questions pages or give us a call. If you cannot afford the trial period payments but want to remain in your home, or if you have decided to leave your home\* but still want to avoid foreclosure, please call us at **866.570.5277**; we want to help. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

\* If the loan is subject to foreclosure protection under the Servicemembers Civil Relief Act or other similar state law for service members, then we will not proceed with foreclosure activity during the length of the foredosure protection. Any mention of foreclosure-prevention alternatives in this document is for your information only. We encourage you to pursue these programs to assist you with a hardship, even if you are not facing foreclosure in the near future.

Enclosures:      Frequently Asked Questions  
                         Additional Trial Period Plan Information and Legal Notices

**Fannie Mae® Loan Modification – Frequently Asked Questions**  
**Get the answers you need to some of the most common questions borrowers ask.**

**Q. What is a Fannie Mae Loan Modification?**

A Fannie Mae Loan Modification permanently modifies your loan, after a period of trial payments, lowering your principal and interest payments for the life of the loan. This modification was created as an alternative for borrowers who do not qualify for the Home Affordable Modification Program (HAMP), or who were unable to manage their payments under a HAMP or other modification. A Fannie Mae Loan Modification is a second chance at a more affordable loan.

**Q. Why are you offering me this option?**

Our goal is to make your mortgage affordable so you can avoid foreclosure and remain in your home.

**Q. Does Fannie Mae pay incentive compensation like HAMP?**

No. Fannie Mae Loan Modification does not offer incentive compensation for borrowers.

**Q. Is there a fee for a Fannie Mae Loan Modification?**

There are no fees. If your loan is permanently modified, we may waive unpaid late charges as well.

**Q. Why is there a trial period?**

The trial period gets you right into a lower payment and could prevent a foreclosure sale. It gives you a chance to see how well you manage your new scheduled payments so that a permanent loan modification becomes possible.

**Q. How was my trial period payment determined?**

Your loan modification consists of the best possible terms we can provide that will still allow you to meet the obligations of your modified loan. Because your trial period payments are intended to test whether or not you will be able to stay current on a permanent basis, Fannie Mae looks at a variety of factors including your verified income, the current value of your property, your unpaid loan balance, and any amounts past due to determine the payment amount.

**Q. What if I can't afford the trial payments?**

If you do not complete your Trial Period Plan as agreed, you will not be allowed to enter into a permanent loan modification.

**Q. Do I need an escrow account to cover property taxes and insurance?**

An escrow account is required with this loan modification. If you did not have an escrow account before, we will establish one for you and use it to pay taxes, insurance, and other escrowed expenses. Your scheduled mortgage payments will include the amount required for escrow.

**Q. When does my permanent loan modification become official?**

When you have made all of your trial period payments on time we will send you a Modification Agreement detailing the terms of the modified loan. The Modification Agreement will become effective once all borrowers and Seterus have signed it.

**Fannie Mae Loan Modification – Frequently Asked Questions  
Continued**

**Q. Will I have to make up the difference between what I was paying and the lower payment?**

Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan when it is modified. We also will add any other past-due amounts, as permitted by your loan documents. This will increase the total amount you owe, but it should not significantly change the amount of your modified mortgage payment.

**Q. Will this loan modification affect my credit rating?**

Accepting a Trial Period Plan or modification can affect your credit score. Its impact depends upon the overall composition of your credit profile and upon how the new credit obligation is reported. Your credit score could go up, down, or remain unchanged. For information about how your credit score works, go to [www.consumer.ftc.gov](http://www.consumer.ftc.gov).

**Fannie Mae® Loan Modification – Important Program Information  
Additional Trial Period Plan Information and Legal Notices**

The terms of this offer are accepted and the terms of your Trial Period Plan are effective on the day you make your first trial period payment, provided you have paid it on or before April 30, 2017. By accepting this offer, you and we agree that:

**You are certifying that all information you previously provided, e.g., regarding your status, income and expenses, and hardship, is still true and correct.**

You certified that all of the written information you previously provided to Seterus ("Servicer") in the Hardship Affidavit signed by you in connection with the Making Home Affordable Program (HAMP), or in the Fannie Mae Hardship Affidavit signed by you as part of this modification, continues to be true and correct. This includes, among other things, information about your status and the status of the property, your income and expenses, and your hardship. You understand that Servicer is relying on your certification in offering you the Trial Period Plan and any Loan Modification Agreement. If there have been any changes in the information you provided, you must contact Servicer at 866.570.5277 to discuss whether the changes affect your Trial Period Plan or eligibility for a loan modification. You must have this discussion before you send in your first trial period payment.

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan.**

Any pending foreclosure action or proceeding may be immediately resumed, as allowed by applicable law, if you fail to comply with the terms of the Trial Period Plan or do not qualify for a modification. No new notice of default, intent to accelerate, acceleration, or similar notice will be necessary to continue the foreclosure action, and all these notices are waived to the extent permitted by applicable law.

**During the trial period, we may accept and post your trial period payments to your account and it will not affect foreclosure proceedings that have already been started.**

- You agree that we may hold the trial period payments in an account until sufficient funds are in the account to pay each of your trial period payment obligations. You also agree that we will not pay you interest on the amounts held in the account. Any amounts remaining at the end of the trial period will be applied to any outstanding amounts that you owe at the end of the trial period reducing the amount that will otherwise be added to the principal balance of your modified loan.
- Our acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan or foreclosure action and related activities, and shall not constitute a cure of your default under your loan unless the payments are sufficient to completely cure your entire default under your loan.

**If your regularly scheduled payment did not include escrows for taxes and insurance, you are now required to establish an escrow account for these items.**

You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

**If we discover that you intentionally misrepresented any information used to determine your eligibility, the Trial Period Plan or Loan Modification Agreement will be voided, and we may then exercise our rights or the loan owner's rights under the mortgage loan agreement. Knowingly providing false information may be a violation of Federal law.**





### HOMEOWNER ASSISTANCE EVALUATION SUMMARY

Loan number: 10660455

We are pleased to offer you a FNMA Mod. Please read the requirements for approval immediately; this offer will expire, as stated in the enclosed letter.

When you initially requested Homeowner Assistance, we asked you for detailed information about your finances, and you provided many documents to help us get a clear picture of your current situation. We used that information to evaluate you for every possible solution we have to give you a more affordable mortgage payment or to avoid foreclosure.

Both Seterus and the owner of your loan have guidelines for determining the most appropriate solution for you based upon the characteristics of your mortgage and your particular circumstances. The following table contains the list of all of the options for which you were evaluated, along with the reasons you were denied for these programs at this time.

You may reject this offer or request that we reconsider you for a different program. Please read the requirements to be approved for this program and follow the instructions immediately; this offer will expire, as stated in the enclosed letter. If the offer expires, or if you reject the offer, we cannot guarantee that it will be available again, and we are under no obligation to renew. If you would like to discuss this offer or other options that may be available to you, please call us immediately at 866.570.5277.

OPTION	ELIGIBILITY
Repayment	Denied. Documentation or information needed to evaluate your request has not been provided by you.
Forbearance	<p>Denied. You are not eligible for a forbearance plan at this time because you do not meet the eligibility criteria for an unemployment or general hardship plan set forth below.</p> <p>For an unemployment forbearance plan, you must be unemployed and meet all of the following:</p> <ul style="list-style-type: none"> <li>• The property is your primary residence and is not vacant, condemned, or abandoned.</li> <li>• You have not previously declined a forbearance plan.</li> <li>• Your current mortgage payment exceeds the monthly mortgage to gross income ratio requirement.</li> <li>• The plan does not result in you becoming more than 12 months past the contractual payment due date.</li> </ul> <p>If you are already on an unemployment forbearance plan, you did not meet one or more of the above eligibility requirements or you exceeded</p>

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	<p>the maximum cash reserve requirement to qualify for an extension. For a general hardship forbearance plan, you must meet all of the following:</p> <ul style="list-style-type: none"> <li>â€¢ You must be at risk of defaulting or be 90 days or less past due.</li> <li>â€¢ Your current mortgage payment must exceed the monthly mortgage to gross income ratio requirement.</li> <li>â€¢ We must be able to get a plan payment within the program parameters.</li> </ul> <p>In addition, you must meet at least one of the following:</p> <ul style="list-style-type: none"> <li>â€¢ A hardship exists due to costs associated with certain drywall problems on the property securing your loan. The drywall must have been new when installed and installed between 2001 and 2008.</li> <li>â€¢ You or a co-borrower is a U.S. service member injured on active duty, which is impacting your ability to pay your mortgage payment.</li> <li>â€¢ You are unable to make your mortgage payment due to the death of a borrower or family member of a borrower who contributed at least 25% to the mortgage payment.</li> <li>â€¢ You have a hardship due to a natural disaster against which you were not insured.</li> <li>â€¢ You have an unavoidable reduction in income of at least 50%.</li> <li>â€¢ You have an involuntary distant transfer of employment, including permanent change of station orders.</li> <li>â€¢ You have a hardship caused by divorce or separation, and you were legally awarded the property.</li> <li>â€¢ You have a hardship due to an illness against which you were not insured or have a pending settlement of a disability or major medical claim.</li> <li>â€¢ You have a hardship but have substantial equity in the property, which is listed for sale.</li> </ul>
Cap and Extend Modification	Denied. The information you provided does not indicate that your hardship has been resolved.
Home Affordable Modification Program (HAMP®)	Denied. You are being offered a different loss mitigation option based on the owner of your loan's guidelines. We did not evaluate you for this program based on any other criteria.
Mod24 Modification	Denied. You are being offered a different loss mitigation option based on the owner of your loan's guidelines. We did not evaluate you for this program based on any other criteria.
Fannie Mae Modification	Congratulations! You've been offered a FNMA Mod
Short Sale	Denied. You may be eligible, but we do not have complete liquidation documents from you. We did not evaluate you for this program based on any other criteria
Mortgage Release™	Denied. You may be eligible, but we do not have complete liquidation documents from you. We did not evaluate you for this program based on

	any other criteria
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The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), or because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law is The Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

Our credit decision was based in whole or in part on information in a credit report from Equifax, a consumer credit reporting agency. While the information was provided by the agency, the agency played no part in our decision and is unable to supply specific reasons for our decision. You have a right under the Fair Credit Reporting Act to obtain a copy of your credit report from the agency. The report will be free if you request it within 60 days after you receive this notice. You also have the right to dispute the accuracy or completeness of any information in your report with Equifax. You may contact them by phone at 800.685.1111 or by mail at Equifax Credit Information Service, PO Box 740256, Atlanta, GA 30374.

If you believe our decision is incorrect, you may appeal. Your appeal request must be in writing, received by us no later than 14 days from the date of this letter, and provide evidence to support why the decision was in error.

Note that by submitting an appeal, you are acknowledging that any current offer may be considered void, and that we are under no obligation to renew the offer after the appeal is received. We will review your appeal and supporting information and provide a written response within 30 days of receipt. Our determination will not be subject to further appeal.

Be aware that, if you appeal a denial of assistance and then do not make your scheduled payments or your Trial Period Plan payments (if we offered you a Trial Period Plan) while your appeal is being considered, your mortgage loan will be delinquent. In addition, unpaid interest and other unpaid amounts, such as escrows for taxes and insurance, will continue to accumulate, increasing the amount you owe on the loan. Short sale and Mortgage Release denials cannot be appealed.

The Homeowner's HOPE™ Hotline, 888.995.HOPE (4673), provides information on foreclosure prevention. We urge you to become familiar with options that may be available to you.

Eligibility for assistance is at our discretion, and not all applicants qualify. We cannot guarantee that you will receive any assistance or a particular type of assistance. This letter should not be construed as a waiver of our rights, or the loan owner's rights, to collect the amount owed on your loan, under the terms of your loan agreement and any applicable state and federal laws.